Case 18-13296-mdc Doc 74-3 Filed 07/01/20 Entered 07/01/20 14:55:44 Desc Exhibit A Supplemental Declaration Page 1 of 3

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA PHILADELPHIA DIVISION

In Re: Chapter <u>13</u>

SAFIQUL ISLAM

Debtor

Case No. <u>18-13296-mdc</u>

SUPPLEMENTAL DECLARATION IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY

I Nayib Marruffo Nido, declare under penalty of perjury as follows:

- 1. I am employed as Bankruptcy Case Manager of NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING and am authorized to sign this supplemental declaration on behalf of NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING ("Movant"). This supplemental declaration is provided in support of the Motion for Relief from Stay (the "Motion") filed contemporaneously herewith.
- 2. As part of my responsibilities for Movant, I have personal knowledge of and am familiar with the types of records maintained by Movant in connection with the loan that is the subject of the Motion (the "Loan") and the procedures for creating those types of records. I have access to and have reviewed the books, records and files of Movant that pertain to the Loan and extensions of credit given to Debtor concerning the property securing such Loan.
- 3. The information in this declaration is taken from Movant's business records regarding the Loan. The records are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Movant's regularly conducted business activities; and (c) it is the regular practice of Movant to make such records.

- 4. The Debtor, SAFIQUL ISLAM, has executed and delivered or is otherwise obligated with respect to that certain promissory note referenced in the Motion (the "Note"). Pursuant to that certain Security Instrument referenced in the Motion (the "Mortgage"), all obligations of the Debtor under and with respect to the Note and the Mortgage are secured by the property referenced in the Motion.
- 5. As of June 26, 2020, there are one or more defaults in paying Debtor's postpetition amounts due with respect to the Note.
 - 6. As of June 26, 2020, the unpaid principal balance of the Note is \$76,714.35.
- 7. The following chart sets forth those post-petition payments, due pursuant to the terms of the Note, that have been missed by the Debtor as of June 26, 2020:

Number of Payments	From	То	Missed Principal and Interest	Missed Escrow (if applicable)	Monthly Payment Amount	Total Amounts Delinquent
1 ayments			Hitcicst			
3	04/01/2020	06/01/2020	\$350.99	\$372.56	\$723.55	\$2,170.65

Less post-petition partial payments (suspense balance): (\$257.06)

Total: \$1,913.59

8. As of June 26, 2020, the total post-petition arrearage/delinquency is \$1,913.59, consisting of (i) the foregoing total of missed post-petition payments in the amount of \$1,913.59, plus (ii) the following post-petition fees¹:

Description	Amount		
n/a	\$0.00		

¹ The total of missed post-petition payments for this escrow loan include any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if applicable). To avoid duplication, post-petition advances (if any) made for insurance, real estate taxes, or similar charges are not listed separately to the extent such advances would have been paid from the missed escrow payments. As part of the next annual RESPA analysis, movant will determine whether the escrow payment assessed to the debtor(including the missed escrow payments) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request any escrow amounts in accordance with RESPA and the total post-petition arrearage/delinquency is qualified accordingly.

9. Attached hereto as Exhibit "A" is a post-petition payment history.

Pursuant to 28 U.S.C. §1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING

Printed name: Nayib / M / Marruffo Nido

Title: Bankruptcy Case Manager I

Date: 06/30/2020